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 SHENZHEN JAME TECHNOLOGY CORP., LTD.

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

SHENZHEN JAME  
 TECHNOLOGY CORP., LTD., a  
 Chinese corporation,

Plaintiffs,

vs.

VINCI BRANDS LLC, a Delaware  
 limited liability company; INCIPIO  
 TECHNOLOGIES, INC., a  
 California corporation; and DOES 1-  
 50, inclusive,

Defendants.

CASE NO. 8:23-cv-00372-FWS-JDE

**FIRST AMENDED COMPLAINT**

- 1. Breach of contract (against Vinci Brands LLC)**
- 2. Breach of contract (against Incipio Technologies, Inc.)**
- 3. Account Stated (against Vinci Brands LLC)**
- 4. Account Stated (against Incipio Technologies, Inc.)**
- 5. Unfair Competition under Cal. Bus. & Prof. Code §§ 17200 et seq. (against Vinci Brands, LLC)**
- 6. Unfair Competition under Cal. Bus. & Prof. Code §§ 17200 et seq. (against Incipio Technologies, Inc.)**

and

**DEMAND FOR JURY TRIAL**

**NATURE OF THE ACTION**

1  
2 1. This is a contract and business tort action for which the Court has  
3 diversity jurisdiction as provided by 28 U.S.C. § 1332. Defendant Vinci Brands,  
4 LLC (“Vinci”) has failed to pay millions of dollars in debts to Plaintiff that it does  
5 not dispute, and failed to perform its contractual obligations to Plaintiff, inflicting  
6 subsequent harm. Incipio has failed to pay millions of dollars it owes to Plaintiff,  
7 in violation of its contractual obligations to Plaintiff.

8 2. Plaintiff Shenzhen Jame Technology Corp., Ltd. (“JMT”) brings this  
9 action to recover approximately \$7,455,761.47 from Defendant Vinci for goods  
10 that JMT sold and delivered to Vinci following either the parties’ Master Supplier  
11 Agreement or Vinci’s purchase orders, as well as more than \$242,000 in damages  
12 that are attributable to Vinci’s wrongful repudiation of purchase orders that it  
13 submitted to JMT, which JMT accepted.

14 3. JMT timely issued invoices to Vinci for the goods it delivered to  
15 Vinci. Vinci accepted all the goods but failed to pay. All of Vinci’s unpaid  
16 invoices are overdue and many of them have been owing and unpaid for more than  
17 six months.

18 4. JMT also brings this action to recover approximately \$5,120,944.16  
19 from Defendant Incipio Technologies, Inc. for goods that JMT sold and delivered  
20 Incipio and its affiliates (the “Incipio Entities”) following JMT and Incipio’s  
21 Master Supplier Agreement or the Incipio Entities’ purchase orders.

22 5. JMT timely issued invoices for the goods delivered to each of the  
23 Incipio Entities. The Incipio Entities accepted all the goods, but Incipio has failed  
24 to pay. These unpaid invoices have been owing and unpaid since at least 2021.

25 6. Neither Defendant disputes that it owes payments on the invoices at  
26 issue, yet they have failed to pay despite JMT’s multiple reminders, forcing JMT to  
27 bring this lawsuit to seek the Court’s intervention.  
28

**THE PARTIES**

7. Plaintiff Shenzhen Jame Technology Corp., Ltd. is a Chinese corporation organized under the laws of China, with its principal place of business at Room 4201, Building 1, Huide Building, Beizhan Community, Minzhi Street, Longhua District, Shenzhen, China.

8. Defendant Vinci Brands, LLC is a Delaware limited liability company, with its principal place of business at 1775 Flight Way, Suite 300, Tustin, CA 92782. Vinci has one member, CWD Armor Management LLC (“CWD”).

9. CWD is an Ohio limited liability company. CWD’s principal place of business is 1775 Flight Way, Suite 300, Tustin, CA 92782. Upon information and belief, CWD has two members: Glenn Craig Pollack (“Pollack,” a resident of Florida) and Stephen Joseph Latkovic (“Latkovic,” a resident of Ohio).

10. Defendant Incipio Technologies, Inc. is a California corporation, with its principal place of business at 3 Corporate Plaza Drive, #100, Newport Beach, CA 92660.

**JURISDICTION AND VENUE**

11. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because there is complete diversity of citizenship between Plaintiff and each Defendant, and the amount in controversy exceeds \$75,000. Plaintiff JMT is a citizen of China. Vinci’s only member is an Ohio LLC, whose members in turn are citizens of Ohio and Florida. Incipio is a citizen of California. Accordingly, there is complete diversity of the parties, and, in view of the amount in controversy (which exceeds \$75,000), the Court has subject matter jurisdiction.

12. This Court has personal jurisdiction over Defendant Incipio and Defendant Vinci because all of their principal places of business are in California, and they have a continuous, systematic, and substantial presence within the Central District of California and have engaged in conduct within this district, including

1 committing the acts that give rise to the claims alleged by JMT and causing  
2 damage to it within this district.

3 13. Venue is proper in this Court, as provided by 28 U.S.C. § 1391(b)(2),  
4 because a substantial part of the events or omissions giving rise to JMT's claims  
5 occurred in this Court's judicial district.

### 6 **STATEMENT OF FACTS**

7 14. Plaintiff JMT is a technology company located in Shenzhen, China  
8 that manufactures computing goods and mobile phone accessories.

9 15. In approximately December 2016, JMT entered into a written Master  
10 Supplier Agreement with Incipio and the Incipio Entities for JMT to supply  
11 products to Incipio for resale (the "Incipio Agreement"). The Incipio Agreement is  
12 not attached here because it was marked as Defendant Incipio's confidential  
13 information.

14 16. Among other provisions, the Incipio Agreement provides, in material  
15 part relevant to this litigation:

16 "The terms and conditions of this Agreement shall apply to all  
17 products, goods and services supplied by Supplier to Incipio including  
18 any software, documentation, packaging, or other materials,  
19 information, services, deliverables and/or documentation that  
20 accompany the products (collectively, "Product") and shall apply to  
all purchase orders ("Incipio PO(s)") issued by Incipio to Supplier for  
the purchase of Product and any other provision of Product or other  
products, goods or services by Supplier to Incipio during the term of  
this Agreement."

21 Incipio Agreement, at pg. 1, second paragraph.

22 17. From 2016 to 2021, Incipio and its affiliates, including Incipio, LLC,  
23 Incase Designs Corp., and Griffin Technology, LLC (collectively, the "Dissolved  
24 Incipio Entities"), placed numerous purchase orders with JMT pursuant to the  
25 Incipio Agreement.

26 18. JMT filled those purchase orders and issued invoices for goods  
27 delivered to the Incipio Entities in accordance with the Incipio Agreement and the  
28 parties' practices established through their course of conduct. The Incipio Entities

1 accepted the goods but, starting in mid-2019, Incipio became delinquent in making  
2 payments for products purchased from JMT. It eventually stopped making  
3 payments altogether.

4 19. From 2019 to 2021, Incipio failed to pay JMT's invoices totaling  
5 more than \$5 million. JMT made multiple attempts to collect payments from  
6 Incipio. Incipio has never disputed that it owes payments to those invoices, but has  
7 nevertheless failed to pay.

8 20. On information and belief, at all times relevant to this action there  
9 existed a unity of interest and ownership among each and every of the Incipio  
10 Entities, such that any individuality and separateness among the Incipio Entities  
11 did not exist.

12 21. On information and belief, the Incipio Entities' executives and  
13 employees were interchangeable. There was an intermingling of activity among  
14 the Incipio Entities, and all the Incipio Entities were engaged in a common  
15 enterprise and business.

16 22. For purposes of the parties' performance under the Incipio  
17 Agreement, and of the parties' obligations thereunder, the Dissolved Incipio  
18 Entities were mere alter egos of Incipio.

19 23. The attached **Exhibit 1** lists all the unpaid invoices that JMT has  
20 issued to the Incipio Entities for goods sold to and accepted by the Incipio Entities  
21 (the "Incipio Unpaid Invoices"). The total outstanding amount is \$5,120,944.16,  
22 not including any interest on overdue payments.

23 24. Unbeknownst to JMT, in or around July 2021, Monroe (a secured  
24 lender of the Dissolved Incipio Entities) sold its interests in the Incipio Entities  
25 through a public sale, which included all the properties, rights, titles and security  
26 interests of every kind and nature that Monroe allegedly held in these companies,  
27 and that were capable of being conveyed following Article 9 of the UCC.  
28

1           25. JMT did not receive any notice of the aforementioned public sale or  
2 any notice of a purported general assignment for the benefit of creditors entered  
3 into by each of the Dissolved Incipio Entities after the public sale. In any event, it  
4 is not clear whether there were any assets left for other creditors of the Dissolved  
5 Incipio Entities after the public auction.

6           26. Armor Acquisition LLC, a privately held investment group, with its  
7 headquarters and primary place of business in New York, New York, purchased  
8 the Dissolved Incipio Entities' valuable assets at the auction. On information and  
9 belief, Armor Acquisition LLC is in turn wholly owned by Pacific Equity Partners  
10 Fund IV, L.P., a limited partnership based in Australia.

11           27. The sale closed on or about August 6, 2021. On or around October  
12 14, 2021, Armor Acquisition LLC changed its name to Vinci Brands, LLC, the  
13 named defendant in this case.

14           28. On information and belief, after Vinci purportedly purchased the  
15 assets of the Dissolved Incipio Entities, it has continued to operate those entities'  
16 prior businesses. On information and belief, Incipio's former chief executive  
17 officer, Brian Stech, has continued to serve as the chief executive officer of Vinci.

18           29. After Vinci purportedly purchased the Dissolved Incipio Entities'  
19 assets, it continued to place purchase orders with JMT in accordance with Incipio  
20 and JMT's established course of conduct. JMT accepted and filled those purchase  
21 orders, and timely issued invoices for the goods sold to Vinci pursuant to Vinci's  
22 purchase orders.

23           30. On or about June 15, 2022, Vinci and JMT further entered into a  
24 written Master Supplier Agreement to memorialize the parties supply relationship  
25 (the "Vinci Agreement"). The Vinci Agreement is not attached here because it  
26 was marked as Defendant Vinci's confidential information.

27           31. Among other provisions, the Vinci Agreement provides, in material  
28 part, and relevant to this litigation:

1 The terms and conditions of this Agreement shall apply to all  
2 products, goods and services supplied by Supplier to Vinci including  
3 any software, documentation, packaging, or other materials,  
4 information, services, deliverables and/or documentation that  
5 accompany the products (collectively, "Product") and shall apply to  
6 all purchase orders ("Vinci PO(s)") issued by Vinci to Supplier for the  
7 purchase of Product and any other provision of Product or other  
8 products, goods or services by Supplier to Vinci during the term of  
9 this Agreement.

10 Vinci Agreement, at pg. 1, second paragraph.

11 32. But beginning in April or May 2022, Vinci again became delinquent  
12 in making payments for products that it purchased from JMT. Vinci eventually  
13 stopped making payments entirely.

14 33. JMT sent multiple reminders to Vinci asking Vinci to remit payments  
15 for outstanding invoices. Vinci does not dispute that it owes payments on those  
16 invoices but has failed to pay.

17 34. The attached **Exhibit 2** lists all the unpaid invoices that JMT has  
18 issued for goods sold to and accepted by Vinci (the "Vinci Unpaid Invoices"). The  
19 total outstanding amount is US\$7,455,761.47, not including any interest on  
20 overdue payments.

21 35. Due to Vinci's failure to pay for goods, in or around December 2022,  
22 JMT notified Vinci of its intention to terminate the supply relationship.

23 36. By the time of JMT's notice, Vinci had placed a number of purchase  
24 orders with JMT, which JMT had accepted. After JMT notified Vinci of its  
25 intention to terminate the supply relationship, Vinci notified JMT of its purported  
26 decision to cancel those purchase orders. But by that time, JMT had already  
27 manufactured the products called for by most of the purchase orders. JMT  
28 tendered the manufactured goods to Vinci for delivery, and Vinci refused to accept  
them. At the same time, JMT had also acquired materials specifically for filling  
the remaining purchase orders. While JMT stopped further manufacturing as to  
those purchase orders, it was not able to return the materials it had already  
obtained, incurring additional damages.



37. Because of Vinci's wrongful repudiation of its purchase orders, JMT has suffered additional damages to be determined at trial, but in no event less than US\$242,000.00.

### **COUNT I - BREACH OF CONTRACT**

#### **(Against Vinci)**

38. JMT incorporates by reference as though fully set forth herein the allegations of the preceding paragraphs of this Complaint.

39. JMT and Vinci are parties to the Vinci Agreement, the Vinci Unpaid Invoices, and corresponding purchase orders for goods Vinci purchased from JMT.

40. The Vinci Agreement and the Vinci Unpaid Invoices/corresponding purchase orders are binding and enforceable contracts between the parties.

41. JMT has performed all its obligations under the parties' contracts by supplying goods to Vinci in accordance with its purchase orders, which goods were accepted by Vinci.

42. Vinci has breached the parties' contracts by failing to pay for goods that it purchased from JMT.

43. As a result of Vinci's breach, JMT has incurred substantial direct, special and consequential damages in an amount to be determined at trial, but in no event less than US\$7,455,761.47.

44. Pursuant to the Vinci Agreement and the parties' established course of conduct, Vinci submitted to JMT the purchase orders listed in **Exhibit 3** ("Open Purchase Orders") and JMT accepted the Open Purchase Orders. The Open Purchase Orders are binding and enforceable contracts.

45. JMT manufactured products and/or acquired materials required for manufacturing products for the Open Purchase Orders. Vinci, however, refused to accept delivery of the manufactured goods and further attempted to cancel the Open Purchase Orders.



1           46. JMT has performed all its obligations under the Vinci Agreement and  
2 each of the Open Purchase Orders.

3           47. Vinci has breached the parties' contracts by refusing to accept goods  
4 manufactured by JMT in accordance with the Open Purchase Orders and by  
5 wrongfully repudiating the Open Purchase Orders.

6           48. As a result of Vinci's breach, JMT has incurred substantial direct,  
7 special and consequential damages in an amount to be determined at trial, but in no  
8 event less than US\$242,000.

9                           **COUNT II - BREACH OF CONTRACT**

10                           **(Against Incipio)**

11           49. JMT incorporates by reference as though fully set forth herein the  
12 allegations of the preceding paragraphs of this Complaint.

13           50. JMT and Incipio are parties to the Incipio Agreement, the Incipio  
14 Unpaid Invoices, and corresponding purchase orders for goods Incipio and/or its  
15 affiliates purchased from JMT.

16           51. The Incipio Agreement and the Incipio Unpaid Invoices/  
17 corresponding purchase orders are binding and enforceable contracts between the  
18 parties.

19           52. JMT has performed all its obligations under the parties' contracts by  
20 supplying goods to Incipio and/or its affiliates in accordance with their purchase  
21 orders, which goods were accepted by Incipio and/or its affiliates.

22           53. Incipio has breached the parties' contracts by failing to remit  
23 payments to JMT's invoices.

24           54. As a result of Incipio's breach, JMT has incurred substantial direct,  
25 special and consequential damages in an amount to be determined at trial, but in no  
26 event less than US\$5,120,944.16.

27                           **COUNT III - ACCOUNT STATED**

28                           **(Against Vinci)**

1 55. JMT incorporates by reference as though fully set forth herein the  
2 allegations of the preceding paragraphs of this Complaint.

3 56. Defendant Vinci owes JMT payments on the Vinci Unpaid Invoices  
4 listed in **Exhibit 2** for goods that Defendant Vinci purchased from JMT.

5 57. JMT repeatedly demanded payments from Vinci on the Vinci Unpaid  
6 Invoices. Defendant Vinci has not objected to any of the Vinci Unpaid Invoices or  
7 contended that it has no obligation to pay any of the invoices.

8 58. Vinci, by words and/or conduct, has admitted the amounts it owes on  
9 the Vinci Unpaid Invoices. Vinci, by words and/or conduct, promised to pay the  
10 stated amount to JMT.

11 59. Defendant Vinci has assented to the amounts due and owing to JMT  
12 as reflected in the Vinci Unpaid Invoices. An account was stated between JMT  
13 and Vinci.

14 60. Defendant Vinci has not paid any of the amounts owed under this  
15 account.

16 61. JMT is therefore entitled to a judgment on account stated against  
17 Defendant Vinci in the amounts reflected in the invoices, i.e., US\$7,455,761.47.

#### 18 **COUNT IV - ACCOUNT STATED**

##### 19 **(Against Incipio)**

20 62. JMT incorporates by reference as though fully set forth herein the  
21 allegations of the preceding paragraphs of this Complaint.

22 63. Defendant Incipio owes JMT payments on the Incipio Unpaid  
23 Invoices listed in **Exhibit 1** for goods that Defendant Incipio and/or its affiliates  
24 purchased from JMT.

25 64. JMT repeatedly demanded payments from Incipio on the Incipio  
26 Unpaid Invoices. Defendant Incipio has not objected to any of the Incipio Unpaid  
27 Invoices or contended that it has no obligation to pay any of the invoices.  
28

65. Incipio, by words and/or conduct, has admitted the amounts it owes on the Incipio Unpaid Invoices. Incipio, by words and/or conduct, promised to pay the stated amount to JMT.

66. Defendant Incipio has assented to the amounts due and owing to JMT as reflected in the Incipio Unpaid Invoices. An account was stated between JMT and Incipio.

67. Defendant Incipio has not paid any of the amounts owed under this account.

68. JMT is therefore entitled to a judgment on account stated against Defendant Incipio in the amounts reflected in the invoices, i.e., US\$5,120,944.16.

**COUNT V –**  
**UNFAIR COMPETITION (CAL. BUS. & PROF. CODE §§ 17200, ET. SEQ.)**

**(Against Vinci)**

69. JMT incorporates by reference as though fully set forth herein the allegations of the preceding paragraphs of this Complaint.

70. Defendant Vinci's acts alleged herein including, without limitation, its breaches of the contracts with JMT, wrongful repudiation of its purchase orders, and refusal to accept goods tendered by JMT pursuant to Vinci's purchase orders, constitute unfair and unlawful business acts and practices under Business and Professions Code Section 17200, et seq., because such acts are forbidden by various state laws (including Cal. Civ. Code § 1428, Cal. Com. Code §§ 2602, 2605, 2607, 2609, 2610, 2611, and 2703) and are unscrupulous, unfair, and injurious to Plaintiff JMT.

71. Upon information and belief, the UCC Article 9 transactions between Defendant Incipio, Monroe, and Defendant Vinci were also unlawful, unfair, fraudulent, and injurious to Plaintiff JMT because, including without limitation, (1) Plaintiff JMT did not receive any prior notice, (2) the evaluation of Incipio's collateral did not meet the market standard, which makes the transactions

commercially unreasonable, (3) the defective transaction process was conducted for the purpose to allow Defendant Incipio, Pollack and Latkovic avoid legal and contractual liabilities and constitutes injuries to not only Plaintiff JMT and other creditors for millions of dollars. The Article 9 transactions accordingly violated Cal. Com. Code § 9 et seq. and constitute unfair competition actionable under Cal. Bus. & Prof. Code § 17200.

72. Upon information and belief, the above unlawful, unfair, and fraudulent scheme also constitutes a fraudulent transfer, especially considering that Defendant Vinci is a mere alter ego of Defendant Incipio based upon the facts and reasons alleged above. Cal. Civ. Code § 3439 et seq. This, too, is unfair competition actionable under Cal. Bus. & Prof. Code § 17200.

73. Further, upon information and belief, Pollack and Latkovic also lent loans to Defendant Vinci (while being the only owners) so that they also became secured creditors of Defendant Vinci. The scheme was conducted for the sole purpose of allowing Defendant Incipio and Defendant Vinci to continue their misconduct without having Pollack and Latkovic to bear any liabilities. Such a scheme constitutes a fraudulent transfer and in violation of California's Uniform Voidable Transactions Act. Cal. Civ. Code § 3439 et seq. This, too, is unfair competition actionable under Cal. Bus. & Prof. Code § 17200.

74. As a proximate result of Defendant Vinci's unfair practices, Plaintiff JMT suffered and will continue to suffer economic loss and other general and specific damages in amounts to be determined at trial.

75. As a proximate result of Defendant Vinci's unfair practice, Plaintiff JMT suffered and will continue to suffer immediate and irreparable harm, until and unless Defendant Vinci's misconduct is preliminarily and permanently enjoined.

#### **COUNT VI –**

#### **UNFAIR COMPETITION (CAL. BUS. & PROF. CODE §§ 17200, ET. SEQ.)**

#### **(Against Incipio)**

1           76. JMT incorporates by reference as though fully set forth herein the  
2 allegations of the preceding paragraphs of this Complaint.

3           77. Defendant Incipio's acts alleged herein including, without limitation,  
4 its breaches of the contracts with JMT and other unfair business practices,  
5 constitute unfair and unlawful business acts and practices under Business and  
6 Professions Code Section 17200, et seq., because such acts are forbidden by  
7 various state laws (such as Cal. Civ. Code § 1428, Cal. Com. Code §§ 2602, 2605,  
8 2607, 2609, 2610, 2611, and 2703) and are unscrupulous, unfair, and injurious to  
9 Plaintiff JMT.

10           78. The UCC Article 9 transactions between Defendant Incipio, Monroe,  
11 and Defendant Vinci were also unlawful, unfair, fraudulent, and injurious to  
12 Plaintiff JMT because, including without limitation, (1) Plaintiff JMT did not  
13 receive any prior notice, (2) the evaluation of Incipio's collateral did not meet the  
14 market standard, which makes the transactions commercially unreasonable, (3) the  
15 defective transaction process was conducted for the purpose to allow Defendant  
16 Incipio, Pollack, and Latkovic avoid legal and contractual liabilities and constitutes  
17 injuries to not only Plaintiff JMT and other creditors for millions of dollars. The  
18 Article 9 transactions accordingly violated Cal. Com. Code § 9 et seq. and  
19 constitute unfair competition actionable under Cal. Bus. & Prof. Code § 17200.

20           79. The above unlawful, unfair, and fraudulent scheme also constitutes a  
21 fraudulent transfer, especially that Defendant Vinci is only an alter ego of  
22 Defendant Incipio based upon the facts and reasons alleged above. Cal. Civ. Code  
23 § 3439 et seq. This, too, is unfair competition actionable under Cal. Bus. & Prof.  
24 Code § 17200.

25           80. Further, upon information and belief, Pollack and Latkovic also lent  
26 loans to Defendant Vinci (while they are the only owners) so that they also became  
27 secured creditors of Defendant Vinci. The scheme was conducted for the sole  
28 purpose for Defendant Incipio and Defendant Vinci to continue its misconduct

without having Pollack and Latkovic to bear any liabilities. Such a scheme constitute a fraudulent transfer and in violation of the California's Uniform Voidable Transactions Act. Cal. Civ. Code § 3439 et seq. This, too, is unfair competition actionable under Cal. Bus. & Prof. Code § 17200.

81. As a proximate result of Defendant Incipio's unfair practice, Plaintiff JMT suffered and will continue to suffer economic loss and other general and specific damages in amounts to be determined at trial.

82. As a proximate result of Defendant Incipio's unfair practice, Plaintiff JMT suffered and will continue to suffer immediate and irreparable harm, until and unless Defendant Incipio's misconduct is preliminarily and permanently enjoined.

### **PRAYER FOR RELIEF**

WHEREFORE, JMT respectfully requests that this Court grant the following relief in its favor and against Defendants:

(a) A judgment according to proof in favor of JMT for any actual, special and consequential damages incurred by JMT as a result of Defendant Vinci's breach of contract;

(b) A judgment according to proof in favor of JMT for any actual, special and consequential damages incurred by JMT as a result of Defendant Incipio's breach of contract;

(c) A judgment according to proof in favor of JMT on its account stated claim against Defendant Vinci;

(d) A judgment according to proof in favor of JMT on its account stated claim against Defendant Incipio;

(e) A judgment according to proof in favor of JMT for any actual, special and consequential damages incurred by JMT as a result of Defendant Vinci's violation of the California unfair competition law, Cal. Bus. & Prof. Code §§ 17200, et seq.;

(f) A judgment according to proof in favor of JMT for any actual, special

1 and consequential damages incurred by JMT as a result of Defendant Incipio's  
2 violation of the California unfair competition law, Cal. Bus. & Prof. Code §§  
3 17200, et seq.;

4 (g) Award JMT all applicable prejudgment interest and post-judgment  
5 interest at the maximum legal rate;

6 (h) Award JMT its reasonable attorneys' fees and costs, to the extent  
7 permitted by law;

8 (i) Award JMT punitive and exemplary damages against Defendants  
9 according to proof; and

10 (j) Award JMT such other and further relief as the Court deems just and  
11 proper.



1 Dated: March 22, 2023

INNOVATIVE LEGAL SERVICES, P.C.

2  
3  
4 By: 

5 Richard Liu, Esq.

6 Edward Wells, Esq.

7 Sijiu Ren, Esq.

8 *Attorneys for Plaintiff*

9 SHENZHEN JAME TECHNOLOGY  
10 CORP., LTD.

11 **JURY DEMAND**

12 Plaintiff hereby demands a jury trial.

13  
14 Dated: March 22, 2023

INNOVATIVE LEGAL SERVICES, P.C.

15  
16  
17 By: 

18 Richard Liu, Esq.

19 Edward Wells, Esq.

20 Sijiu Ren, Esq.

21 *Attorneys for Plaintiff*

22 SHENZHEN JAME TECHNOLOGY  
23 CORP., LTD.